

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

9/28/90 ✓

REGION II

-----X
IN THE MATTER OF

NORPAK CORP. (Conus)

Respondent

Proceeding Under Section 106(a)
of the Comprehensive Environ-
mental Response, Compensation,
and Liability Act, as amended,
42 U.S.C. §9606(a).

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: ADMINISTRATIVE ORDER ON CONSENT
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: Index No. II-CERCLA-00113
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JURISDICTION

1. This ADMINISTRATIVE ORDER ON CONSENT (the "Order") is issued to the above named Respondent by the United States Environmental Protection Agency ("EPA") pursuant to the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9606(a). This authority was delegated to the Administrator of the EPA by Executive Order 12580, dated January 23, 1987, and duly redelegated to the Regional Administrator, EPA Region II. Notice of this Order has been given to the New Jersey State Department of Environmental Protection ("NJDEP"), as required by 42 U.S.C. §9606(a).

2. Respondent Norpak Corporation ("Respondent") agrees to undertake all actions required by the terms and conditions of this Order. Respondent consents to and will not contest the authority or jurisdiction of EPA to issue this Order nor the validity of this Order in any action to enforce its provisions. The Parties agree that this Order is consistent with CERCLA and the National Contingency Plan ("NCP") at 40 C.F.R. Part 300 and any amendments and modifications thereto.

PARTIES BOUND

3. This Order shall apply to and be binding upon

406916



Respondent, its principals, officers, employees, agents, contractors, successors, assigns, and subsidiaries.

FINDINGS

4. Respondent owns property located at 90-126 Roanoke Avenue, Newark, New Jersey and is identified as Block 5005, Lot 4 on the tax map of the City of Newark, Essex County, New Jersey (the "Norpak Property"). The Norpak Property includes, but is not limited to, four (4) one-story brick warehouse buildings (hereinafter designated as buildings 4, 5, 7 and 15); two (2) intermodal transport containers located on a portion of Norpak Property leased to Avon Drum Recyclers; an adjoining lot area identified as the former location of building 13; and drums and other containers thereon. The Norpak Property is adjacent to the real property owned by Conrail, identified in paragraph 5, below.

5. Consolidated Rail Corp. ("Conrail") is the owner of the property located on Roanoke Avenue in Newark, New Jersey, identified as Block 5004, Lot 10 on the tax map of the City of Newark, Essex county, New Jersey (the "Conrail Property").

6. The Site (the "Site") as defined in this Order encompasses the extent of contamination, including but not limited to, portions of the Norpak Property (specifically Buildings 4, 5, 7 and 15, the two intermodal transport containers, the former location of Building 13 and drums and containers thereon), portions of the Conrail Property, and all suitable areas in very close proximity to the contamination necessary for the implementation of the response action.

7. The Site is located at the convergence of the New Jersey Turnpike and the Pulaski Skyway (New Jersey Route 1/9). The New Jersey Turnpike is less than 100 yards to the east of Norpak Property and New Jersey Route 1/9 is approximately 300 yards to the west. An active Conrail rail line runs to the west of Norpak Property. Approximately 25,000 people live within a one mile radius of Norpak Property. The Hawkins Elementary School is less than 1/2 mile from the Norpak Property.

8. Respondent acquired title to the Norpak Property on or about November 30, 1976, and is the current owner of the Norpak Property.

9. The Conus Chemical Company ("Conus") leased or occupied buildings 4, 5, 7 and the former location of Building 13 (the "Conus leasehold") from Respondent for approximately five years until Respondent, terminated the lease on or about December 31, 1989, due to unpaid rent.

10. During Conus' leasehold, Conus operated as a chemical distributor, handling and storing substances including acids, alcohols, solvents, petroleum products, corrosives, reactives and flammable materials.

11. On January 31, 1990, a fire occurred at the Site. An investigation by the NJDEP, in conjunction with EPA, revealed the presence of hundreds of abandoned drums and other containers with hazardous substances in building 5 and on a portion of Conrail Property next to building 5. It should be noted that some of the drums on Conrail Property were inside a tractor trailer (the "Trailer").

12. In response to notification by the NJDEP, EPA's emergency response personnel conducted preliminary assessment of conditions at building 5 and the Trailer at the Site. This assessment revealed the presence of hundreds of leaking chemical containers stored in a haphazard manner with incompatible chemicals located in close proximity to each other. Air monitoring indicated a detectable level of contamination above background. In addition, there was evidence of past chemical spills.

13. On February 12, 1990, EPA initiated the removal action by providing Norpak Property with security, to protect against trespass and vandalism.

14. On February 16, 1990, EPA met with representatives from the NJDEP, the New Jersey Office of Emergency Management, the Newark Fire Department, the Newark Police Department and the City of Newark, at which time EPA was informed that other buildings and other areas on Norpak Property, not previously identified, contained abandoned hazardous substances. As a result of this meeting, EPA investigated and found abandoned drums and containers with hazardous substances in buildings 4, 7 and 15 and some open areas at the Norpak Property. (Refer to map in Attachment I for identification of all areas).

15. Upon information supplied to EPA by the New Jersey Attorney General's Office, EPA also investigated two abandoned intermodal transport containers located on a portion of Norpak Property leased to Avon Drum Recyclers. EPA found approximately 60 drums with acids and solvents in these containers.

16. On February 16, 1990, EPA, represented by the On-Scene Coordinator and the Office of Regional Counsel, met with Respondent to discuss the needed response action at the Site. Conrail was invited but did not attend.

17. Because of the exigent circumstances, EPA informed Respondent that EPA would stabilize the hazardous conditions at

the Site immediately, and give Respondent the opportunity to complete the post-stabilization response.

18. From February 20, 1990, to March 30, 1990, EPA conducted the Site stabilization which included:

- A. Maintaining twenty-four hour Site security;
- B. Constructing a fence;
- C. Segregating incompatible chemicals (based upon labels on containers); and
- D. Overpacking drums and other containers.

19. EPA has identified approximately 1,700 drums and 4,000 laboratory containers at the Site. An inventory of the substances found at the Site includes, but is not limited to: pyridine, toluene, naphtha, m-xylene, trichloroethylene, chloroethylene, ethyl ether, phosphoric acid, tetrahydrofuran, mercury, hydrofluoric, potassium bromate, phosphoric acid, formaldehyde, ethylbenzene, and sodium cyanate. All these substances are "hazardous substances" within the meaning of Section 101(14) of CERCLA 42 §9601(14).

20. Many of the substances at the Site may cause a variety of adverse, acute and/or chronic effects in exposed population groups. For example, chloroethylene is a carcinogen which may also produce damage to the liver and the respiratory and central nervous systems. Similar effects may be found with trichloroethylene.

21. Many of the substances at the Site may be toxic, corrosive, reactive, poisonous and/or highly flammable. A fire or explosion at the Site could endanger the workers at nearby commercial or industrial facilities, the public at nearby residences and firefighters who might respond to a fire.

22. The presence of abandoned hazardous substances at the Site and the observed releases of hazardous substances on the floors and in the air at the Site are releases within the meaning of Section 101(22) of CERCLA, 42 U.S.C. §6901(22).

23. The potential release of hazardous substances located at the Site constitute a threatened release of hazardous substances within the meaning of Section 101(22) of CERCLA, 42 U.S.C. §6901(22). Hazardous substances remaining on-site also pose a threat of further release at the Site.

24. The Site is a "facility" within the meaning of Section 101(20) of CERCLA, 42 U.S.C. §9601(9).

25. Respondent is an "owner" within the meaning of Section 101(20) of CERCLA, 42 U.S.C. §9601(20).

26. Respondent is a "person" within the meaning of Section 101(21) of CERCLA, 42 U.S.C. §9601(21) and a responsible party within the meaning of Section 107(a) of CERCLA, 42 U.S.C. §9607(a).

DETERMINATIONS

27. Based upon the FINDINGS set forth above and the entire Administrative Record, EPA has determined that:

28. The release or threatened release of hazardous substances into the environment from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. §9606(a).

29. A response action of the type contemplated by the National Contingency Plan, 40 C.F.R. Part 300 et seq., is required to be taken at the Site to prevent and/or mitigate any potential threat of harm to public health, welfare or the environment caused by the release or threatened release of hazardous substances from the Site.

ORDER

30. Based on the foregoing FINDINGS and DETERMINATIONS, it is hereby ordered and agreed that Respondent will undertake a removal action at the Site in accordance with all of the terms and provisions of this Order. All activities required by this Order shall be completed as soon as possible even though maximum time periods for their completion are set forth herein and in the approved Removal Action Work Plan referred to below.

31. Respondent has submitted to EPA for review and approval a Draft Removal Action Work Plan ("RAW") for the performance of a removal action in accordance with this Order, CERCLA; the NCP, EPA's guidance(s) and other applicable Federal and State laws and regulations.

32. EPA has reviewed and commented orally on the Draft RAW. Within five (5) calendar days of receipt of the written EPA comments, Respondent shall amend the Draft RAW as required by EPA's comments. Respondent shall submit to EPA the amended Draft RAW for final approval.

33. At such time as EPA determines that the Draft RAW is acceptable, EPA will transmit to Respondent a written statement that the RAW has final approval. Respondent shall not initiate any response and/or removal action at the Site until Respondent

receives the written statement from EPA that the RAW is acceptable.

34. No later than ten (10) calendar days after the effective date of this Order, Respondent shall select an individual to be known as the Facility Coordinator. The Facility Coordinator shall be responsible for the oversight of the implementation of this Order. He or she shall have technical expertise sufficient to oversee properly all aspects of the work pursuant to this Order. Respondent may change its Facility Coordinator after notifying EPA in writing at least five (5) calendar days in advance.

35. Respondent shall provide the EPA On-Scene Coordinator with three (3) calendar days advance notice of the commencement of any on-site activities undertaken pursuant to this Order.

36. Respondent shall provide weekly written progress reports to EPA. At a minimum, these progress reports shall: (a) describe all action and activities undertaken toward achieving compliance with this Order, and (b) include all plans and procedures completed subsequent to EPA approval of the RAW during the preceding week as well as such action and plans which are scheduled for the next week. The latter shall include a listing of all laboratories, transporters and disposal facilities (including copies of the manifests) which Respondent intends to use during the next week.

37. Respondent shall complete all on-site work required in the EPA-approved RAW within twenty (22) weeks from the date of Respondent's receipt of EPA's written approval of the RAW.

38. Upon completion of the work required under the EPA-approved RAW, Respondent shall notify, in writing, the EPA Project Officer of the Respondent's belief that the work has been completed.

A. If EPA determines that the work required under the EPA-approved RAW has been completed to EPA's satisfaction then EPA will notify the Facility Coordinator in writing of EPA's determination.

B. If EPA determines that the work required under the EPA-approved RAW has not been completed to EPA's satisfaction then, EPA will delineate in writing to the Facility Coordinator the work which EPA believes remains to be performed. Respondent will have an opportunity to meet with EPA to discuss the work to be performed within ten (10) calendar days after Respondent's receipt of EPA's comments.

C. If Respondent, in good faith, disagrees in whole or in part, with EPA's comments about the remaining work to be

performed, Respondent shall notify EPA in writing of its objection as soon as possible, but not later than the expiration of the ten (10) calendar day meeting period. The Associate Director for Removal and Emergency Preparedness Programs - EPA Region II (the "Associate Director") will then make a final determination as to any remaining work to be performed and will provide a written response to Respondent setting forth EPA's determination regarding the remaining work to be performed and the basis for that determination. The written determination shall constitute the resolution of the dispute and shall be deemed to be incorporated in this Order. Upon receipt of the EPA's final determination, Respondent shall implement the remaining work to be performed in a timely manner.

D. If a dispute and its resolution, as described in subparagraph B above, cause a delay that makes it impossible for Respondent to meet a deadline set forth or established pursuant to this Order, then that deadline shall be extended and stipulated penalties stayed by a period of time not to exceed the delay resulting from the dispute and its resolution; PROVIDED, that Respondent shall not be entitled to any such extension if the Associate Director determines that Respondent's disagreement with the work to be performed specified above, is not in good faith or otherwise lacks a reasonable basis.

39. Notwithstanding paragraph 38, EPA shall be the final arbiter of all disputes concerning the sufficiency of the work to be carried out pursuant to this Order, the required contents of the RAW, the schedule(s) for performance of any and all work to be performed under this Order, any requests for modification(s) to the terms of this Order and all other matters relating to the performance of work required by this Order and the manner by which such work is to be performed.

40. Within thirty (30) calendar days after Respondent's receipt of EPA's written determination that the Respondent has satisfactorily completed the activities in the EPA-approved RAW, Respondent shall prepare and submit to EPA a Site Cleanup Report ("SCR"). This SCR shall include, at a minimum, the following:

A. A summary of all work which Respondent, its contractors and subcontractors have performed pursuant to the EPA-approved RAW;

B. Results of all sampling and analyses performed pursuant to the EPA-approved RAW;

C. A listing of all laboratories, transporters, disposal or recycling facilities used by Respondent, its contractors or subcontractors, for the performance of work pursuant to this Order;

D. Copies of all chain of custody records;

E. Copies of all manifests; and

F. Copies of "Notice of Destruction" of all materials which are disposed off-site.

GENERAL PROVISIONS

41. All work plans, reports and any other documents required to be submitted to EPA under this Order shall be sent by certified mail, return receipt requested, to the following addressees:

United States Environmental Protection Agency
2890 Woodbridge Avenue
Building 209 (MS211)
Edison, NJ 08837
Att. Angel Rodriguez, On-Scene Coordinator

1 copy: United States Environmental Protection Agency
26 Federal Plaza - Room 309
New York, N.Y. 10278
Att. Rudolph S. Perez, Conus Site Attorney

Correspondence to be submitted by EPA to Respondent under this Order will be sent to:

Norpak Corporation
70 Blanchard Street
Newark, NJ 07105
Att. Anthony A. Coraci

1 copy: Porzio, Bromberg & Newman, P.C.
163 Madison Avenue
Morristown, NJ 07962-1997
Att. Diana Ferriero, Esq.

42. With the exception of those documents recognized as attorney-client privileged and attorney work product privileged, EPA and its contractors and agents shall have access to all records relating to implementation of the work under this Order. All such records shall be made available to EPA upon request, and all employees of Respondent, including contractors, who engage in any activity under this Order shall be available to and shall cooperate with EPA. Respondent shall provide EPA with an explanation for withholding any document. Respondent's explanation shall also include, but not be limited to, the type of document, the author and addressee's names, and the number of pages of each document.

43. All documents produced by Respondent and submitted to EPA in the course of implementing this Order shall be available to the public unless Respondent claims they are confidential and EPA determines that they meet the confidential requirements stated in 40 C.F.R. Part 2, Subpart B and Section 104 of CERCLA, 42 U.S.C. §9604. No sampling, hydrological, geological, soil chemical analyses or ground water quality data relating to the Site shall be considered confidential.

44. All reports, the RAW, and other writings required under the terms of this Order shall, upon approval by EPA, be deemed incorporated into and become a part of this Order.

45. All data and information relating to the implementation of this Order shall be retained by Respondent for a period of ten (10) years after the effective date of this Order and shall be made available to EPA upon request during that period of time.

46. Respondent shall use its best efforts to obtain in a timely manner such access to the Site and any other properties necessary to carry out the requirements of this Order. "Best efforts" for the purposes of this paragraph include, but are not limited to, identifying and locating the owner(s) and/or lessee(s) of areas onto which access is needed, offering reasonable consideration to the owner(s) and/or lessee(s) of those areas in exchange for access and making all other reasonable attempts to obtain access. If Respondent is then unable to obtain access, EPA may assist Respondent in obtaining access. This Order does not convey any rights of access to Respondent.

47. Respondent shall allow unimpeded access to EPA, its representatives, agents, contractors and consultants and NJDEP to all areas of the Site under the ownership or control of Respondent, into all structures thereon and any other premises under the ownership or control of Respondent where work under this Order is performed. Respondent shall permit such EPA agents to enter and move about the Site at will at all times, and shall allow such officials or agents of EPA to undertake any observations, response actions or any other activities which EPA elects to undertake at the Site at EPA's option.

48. No informal advice, guidance, suggestions or comments by EPA or NJDEP shall be construed to relieve Respondent of any of its obligations under this Order.

49. All contractors and subcontractors Respondent plans to use for work at the Site must have adequate liability coverage or indemnification for any liability which may result from any activities at the Site pursuant to this Order. At least five (5) days prior to commencement of on-site activities by Respondent's contractors and subcontractors, Respondent shall require that its

contractors and subcontractors provide to Respondent such documents or other materials which indicate that the contractors and subcontractors have in effect, at the time of commencement of on-site activities and maintain in effect for the duration of on-site activities, liability coverage or indemnification as required in this paragraph.

50. Respondent may request in writing that EPA approve modification(s) to the EPA-approved RAW at any time during the implementation of the work required by this Order. Respondent's request for modification must be received by EPA in advance, prior to the commencement of the activity which is the subject of the request for modification. However, EPA shall have sole authority to make any modification(s) to the EPA-approved RAW and EPA alone shall be the final arbiter of any issues or disputes concerning the RAW and all work which shall be required under this Order. Any and all modifications to the EPA-approved RAW must be approved in a writing signed by EPA. If the period of time that EPA takes to review and provide an answer to Respondent's request for modification causes a delay which makes it impossible for Respondent to meet the deadline for the activity which is the subject of the request for modification, then the deadline will be extended and stipulated penalties stayed by a period of time not to exceed the delay resulting from EPA's review and final determination. However, the deadline shall not be extended nor the penalties stayed if the On-Scene Coordinator determines that Respondent's request for modification was not made in good faith, or was made to cause a delay or otherwise, lacks a reasonable basis.

51. All work conducted pursuant to this Order shall be performed in accordance with prevailing professional standards.

52. All response actions and activities carried out by Respondent pursuant to this Order shall be done in accordance with and consistent with CERCLA, the NCP, all applicable OSHA regulations for worker safety and all other applicable federal, state, local laws, or regulations.

53. Respondent shall be responsible for obtaining all necessary permits, licenses and other authorizations needed to carry out the work required by this Order.

54. The United States Government and any and all agencies thereof shall not be liable for any injuries or damages to any person or property resulting from any acts or omissions of Respondent's officers, directors, employees, contractors, or agents carrying out any activity related to this Order. Respondent shall not represent to anyone that the United States Government or any agency thereof is or may be a party to any contract entered into by Respondent in carrying out any activity pursuant to this Order.

55. Respondent agrees to indemnify, save and hold harmless EPA and the United States Government, its agencies, departments, agents and employees from all claims, causes of action, damages and costs of any type or description by any and all parties for any injuries or damages to any person or property resulting from any acts or omissions of Respondent, its employee(s), agent(s), and/or contractor(s) on any matter(s) related to this Order.

56. Respondent agrees to reimburse EPA for all costs (including all direct and indirect costs) which have been incurred or will be incurred by EPA and all of its agents, contractors and employees relating to this Order. On March 9, 1990, EPA authorized five hundred thousand (\$500,000) dollars for Site stabilization.

A. Respondent understands that EPA personnel, and/or EPA contractors, subcontractors or designated representatives shall be present at the Site to oversee field work performed pursuant to this Order and that costs incurred as a result of their activities related to this Order (and any other costs incurred by EPA) will be reimbursed by Respondent upon a demand in writing by EPA to Respondent;

B. After a demand in writing from EPA for reimbursement of costs incurred by EPA relating to this Order. Respondent may request documentation from EPA to account for all such costs incurred by EPA and/or its agents, contractors and employees prior to reimbursement to EPA. Any such request by Respondent must be in writing and must be received by EPA within thirty (30) calendar days after the date of receipt by Respondent of EPA's demand letter;

C. Respondent will reimburse EPA for all costs, as stated above, within forty five (45) calendar days after the date of receipt by Respondent of the letter from EPA to Respondent which demands that Respondent pays such costs. Payment will be stayed pending Respondent's receipt of an accounting for these costs from EPA as specified in subparagraph B above; and

D. All payments by Respondent to EPA pursuant to the terms of this Order shall be in the form of a cashier's check or a certified check made out in the amount demanded by EPA and made payable to "Hazardous Substances Superfund." All such checks shall be mailed to the following address within the time stipulated in subparagraph c above:

EPA-Region II
P.O. Box 360188M
Pittsburgh, PA 15251
Att: Superfund Accounting

All such payments shall be accompanied by a letter stating the name and address of Respondent, the name of the Site, and the number on this Order. A copy of the letter and check must also be sent to the EPA representatives noted in paragraph 41.

57. Any failure by Respondent to carry out any terms of this Order may result in EPA unilaterally taking the actions required under this Order pursuant to Section 104(a) of CERCLA, 42 U.S.C. §9604(a).

58. Nothing stated in this Order shall preclude EPA from taking any additional enforcement action(s), and/or any other action(s) as it may deem necessary for any purpose, including the prevention or abatement of an imminent and substantial endangerment to the public health or welfare or the environment arising from conditions at the Site.

59. Respondent shall use its best efforts to avoid or minimize any delay or prevention of performance of its obligations under this Order.

A. Respondent's activities under this Order shall be performed within the time limits set forth herein, or otherwise established or approved by EPA, unless performance is delayed by events which constitute a force majeure. For purposes of this Order, force majeure is defined as any event arising from causes beyond Respondent's control, the effects of which could not have been anticipated, prevented or minimized by Respondent's conduct. Financial considerations shall not be considered circumstances beyond the control of Respondent.

B. Respondent shall verbally notify the EPA On-Scene Coordinator identified in paragraph 41 above within twenty-four (24) hours after discovering that circumstances that may constitute a force majeure have occurred or are likely to occur. If the On-Scene Coordinator cannot be reached, Respondent shall leave a message at his office (during non-working hours Respondent shall leave a message with the EPA Region II Emergency Hot Line at 201-548-8730). In addition, Respondent shall notify EPA in writing (next day delivered - return receipt requested mail or hand delivered) as soon as possible, but not later than five (5) calendar days after the date when Respondent becomes aware of the circumstances alleged to constitute a force majeure. Such notification to EPA shall not relieve Respondent of any of its obligations under this Order.

C. Respondent's written notice to EPA shall be accompanied by all available pertinent documentation including, but not be limited to, third-party correspondence, and shall contain the following: (1) a description of the circumstances and Respondent's rationale for interpreting such circumstances as being beyond its control; (2) the actions (including pertinent

dates) that Respondent has taken and/or plan to take to minimize any delay; and (3) the date by which or the time period within which Respondent proposes to complete the delayed activity.

D. When EPA determines that an event constituting a force majeure occurs, Respondent shall perform the affected activity within a time period which shall not exceed the time provided in this Order and/or the RAW together with the period of delay attributed to the force majeure; provided, however, that no deadline shall be extended beyond a period of time that is reasonably necessary.

E. Failure to timely and properly notify EPA as required by this paragraph shall render the remaining provisions of this paragraph null and void insofar as they may entitle Respondent to an extension of time. Respondent shall have the burden of proving that an event constituting a force majeure has occurred.

60. Subject to paragraphs 38D, 50 and 59 above, if Respondent fails to comply with any of the terms or time limits set forth in or established pursuant to this Order, Respondent shall pay a stipulated penalty to EPA in the amount(s) indicated below for each day of noncompliance:

<u>Days After Required Date</u>	<u>Daily Stipulated Penalty</u>
1 to 10 days	\$500/day
11 to 20 days	\$1000/day
21 days or more	\$2500 /day

Any such penalty shall accrue as of the first calendar day after the applicable deadline has passed and shall continue to accrue until the noncompliance is corrected. Such penalties shall be due and payable ten (10) calendar days after the date on any written demand from EPA. Or if no such demand is received, on the first day of each and every month following the date the penalty accrues until such noncompliance is corrected. Payment of any such penalties to EPA shall be made payable to the "Hazardous Substance Superfund" in the same manner as stated in paragraph 56(d) above.

61. Subject to paragraphs 38D, 50 and 59 above, any failure by Respondent to comply with any provision in this Order, including, but not limited to, any failure to comply with any terms of the EPA-approved RAW which is to be prepared pursuant to this Order, will be considered a violation of this Order. In such an event, EPA may elect to:

- A. demand that Respondent ceases work under the Order;
- B. use federal funds to complete the work required by

the Order; and/or

C. take any other action(s) authorized by law(s) or regulation(s).

62. Subject to paragraphs 2 and 68, Respondent, by entering into this Order, is not admitting liability for conditions at the Site. Nothing herein shall act as a bar to, a release of, a satisfaction of or waiver of any claim or cause of action which Respondent has at present or which Respondent may have in the future against any entity on any matters relating to this Site.

63. Nothing contained in this Order shall affect the right of EPA to initiate an action against Respondent (or any other responsible party) pursuant to Section 107 of CERCLA, 42 U.S.C. §9607, for recovery of any costs incurred by EPA relating to this Order and/or any other response costs which have been incurred or will be incurred by the United States relating to this Site.

64. Nothing in this Order shall affect the right of EPA to enter any other Order on Consent and/or issue any other Order unilaterally to Respondent (and/or any other responsible party for the Site) pursuant to CERCLA or any other applicable law to require the performance of any additional response actions which EPA determines are necessary for this Site.

65. Nothing herein shall act as a bar to, a release of, a satisfaction of or a waiver of any claim or cause of action which EPA has at present or which EPA may have in the future against any entity, including Respondent, on any matters relating to this Site.

66. Nothing herein is intended to mean that Respondent is the only responsible party with respect to the release or threatened release of hazardous substances from the Site.

67. Nothing contained in this Order shall affect any right, claim, interest, defense, or cause of action of EPA with respect to any entity which is not a party to this Order. Nothing in this Order constitutes a decision on pre-authorization or approval of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. §9611(a)(2).

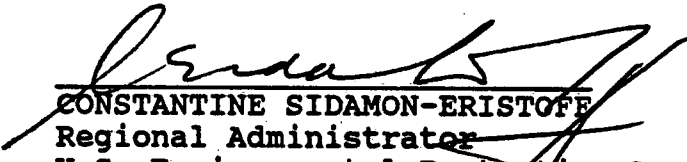
68. Respondent agrees not to make any claim(s) pursuant to Sections 106(b)(2), 111 and/or 112 of CERCLA, 42 U.S.C. §§9606(b)(2), 9611, and/or 9612, either directly or indirectly, for reimbursement from the Hazardous Substances Superfund for any costs incurred by Respondent in complying with the terms of this Order.

69. The provisions of this Order shall be satisfied when Respondent receives a written notice signed by the Associate

Director which states that all the actions required by this Order have been satisfactorily completed.

70. This Order shall become effective on the date it is signed by the Regional Administrator of EPA Region II as indicated below. Within a reasonable time, but not later than one business day, after the Regional Administrator signs this Order, an executed copy will be sent to Diana Ferriero, Esq. via express mail to the address noted in paragraph 41 above. All deadlines for activities required pursuant to this Order shall be calculated from this effective date.

For: U.S. ENVIRONMENTAL PROTECTION AGENCY


CONSTANTINE SIDAMON-ERISTOFF
Regional Administrator
U.S. Environmental Protection Agency
Region II

9/28/90
DATE

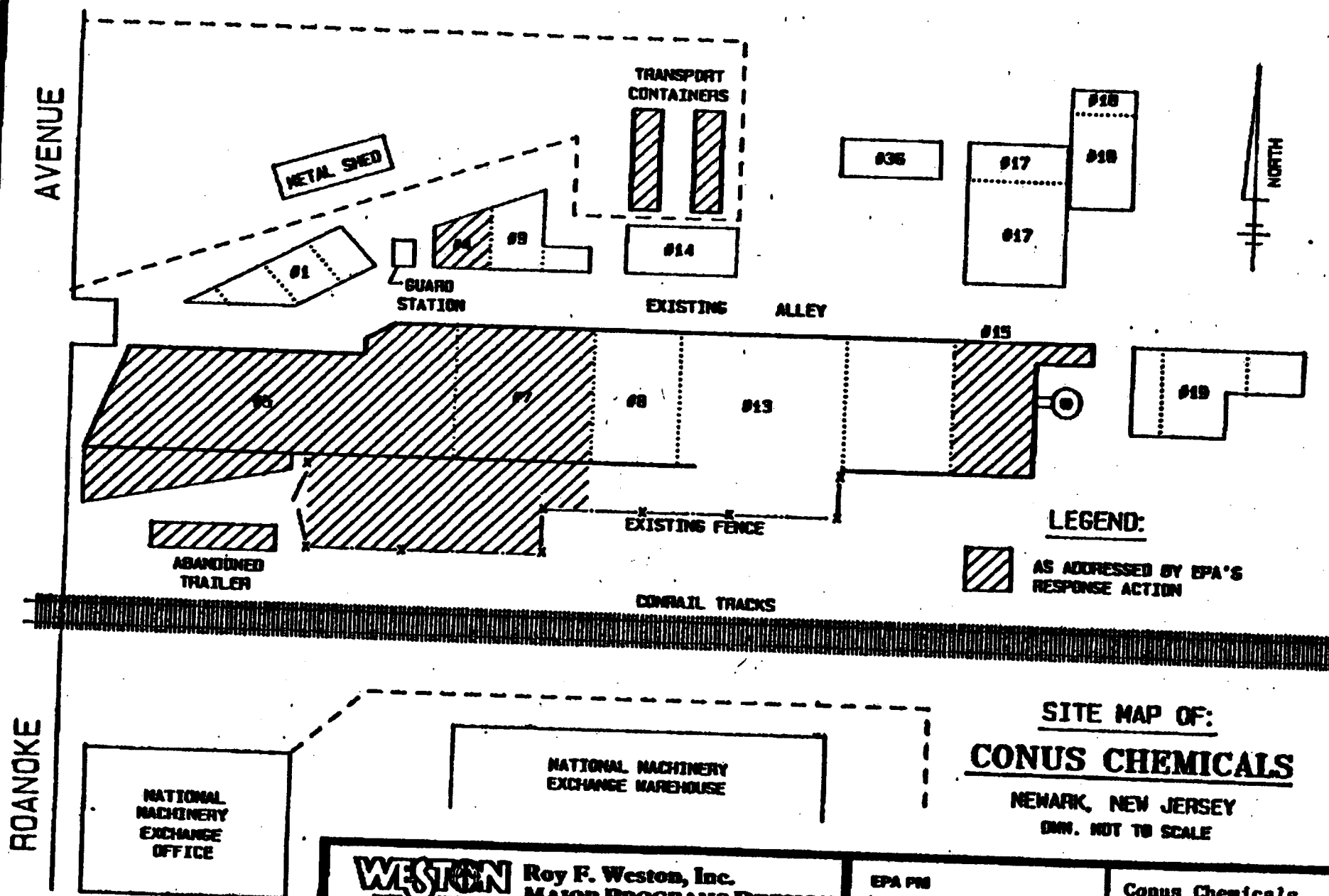
CONSENT

NORPAK CORP.

The signatory identified below certifies that he/she is fully authorized to represent NORPAK CORP. in this matter, to agree to the terms and conditions of this Order on behalf of NORPAK CORP. and to bind NORPAK CORP. to all of the terms and conditions of this Order. The person who has signed below also represents that he/she has discussed this Administrative Order on Consent (Index No. II-CERCLA-00113 with officers and/or directors of NORPAK CORP. and that by the signature below, NORPAK CORP. agrees to enter into this Order and to be bound by its terms.

For: NORPAK CORP.


SIGNATURE9/26/90
DATEA A C O P A C I
NAMEPRES.
TITLE



DNW. BY: DNW.
REVISED: 03-23-88
DNW. 02782A

WESTON

Roy F. Weston, Inc.
MAJOR PROGRAMS DIVISION

In Association with ICF Technology Inc., C.C. Johnson & Associates, Inc., Resource Applications, Inc., Geo/Resource Consultants, Inc., and Environmental Technology International, Inc.

EPA PM
A. Rodriguez

TAT PM
R. Tadas

Conus Chemicals
Newark, New Jersey

Figure 1 of 1